# OP \$90.00 5159010

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM460818

| SUBMISSION TYPE:      | NEW ASSIGNMENT               |
|-----------------------|------------------------------|
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST |

### **CONVEYING PARTY DATA**

| Name  | Formerly | Execution Date | Entity Type                            |
|---|----------|----------------|--|
| AMERICAN CAPITAL AGENT<br>SERVICES, LLC, AS AGENT |          | 01/31/2018     | Limited Liability Company:<br>DELAWARE |

### **RECEIVING PARTY DATA**

| Name:           | PATRIOT OUTFITTERS, LLC           |  |  |
|-----------------|-----------------------------------|--|--|
| Street Address: | PO Box 160                        |  |  |
| City:           | St. Marys                         |  |  |
| State/Country:  | KANSAS                            |  |  |
| Postal Code:    | 66536                             |  |  |
| Entity Type:    | Limited Liability Company: KANSAS |  |  |

### **PROPERTY NUMBERS Total: 3**

| Property Type        | Number  | Word Mark          |  |
|----------------------|---------|--------------------|--|
| Registration Number: | 5159010 | AMERICAN CRUSADER  |  |
| Registration Number: | 4332735 | PINK OPS           |  |
| Registration Number: | 3531045 | PATRIOT OUTFITTERS |  |

### **CORRESPONDENCE DATA**

Fax Number: 2123553333

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2124597136

Email: tbennett@goodwinlaw.com

Tracey D. Bennett **Correspondent Name:** 

Address Line 1: c/o Goodwin Procter LLP

Address Line 2: 620 8th Ave.

Address Line 4: New York, NEW YORK 10018

| ATTORNEY DOCKET NUMBER: | 101310.268538        |
|-------------------------|----------------------|
| NAME OF SUBMITTER:      | Tracey D. Bennett    |
| SIGNATURE:              | /s/Tracey D. Bennett |
| DATE SIGNED:            | 02/05/2018           |

**Total Attachments: 4** 

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# NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN) (this "Release"), effective as of January 31, 2018 is made by American Capital Agent Services, LLC, in its capacity as agent (referred to herein as the "Agent"), in favor of Patriot Outfitters, LLC, a Kansas limited liability company (the "Company"), pursuant to that certain Second Lien Pledge and Security Agreement, dated as of December 30, 2015 (as amended or modified from time to time, the "Security Agreement"), among the Company, the Agent and the other parties thereto.

### $\underline{\mathbf{W}} \underline{\mathbf{I}} \underline{\mathbf{T}} \underline{\mathbf{N}} \underline{\mathbf{E}} \underline{\mathbf{S}} \underline{\mathbf{S}} \underline{\mathbf{E}} \underline{\mathbf{T}} \underline{\mathbf{H}}$ :

WHEREAS, in connection with the Security Agreement, the Company executed and delivered the Notice of Grant of a Security Interest – Trademarks, dated as of September 12, 2017, in favor of the Agent (the "<u>Trademark Security Agreement</u>");

WHEREAS, pursuant to the Trademark Security Agreement, the Company pledged and granted to the Agent for the benefit of the other Credit Parties a lien on and a continuing security interest in all right, title and interest of the Company in, to and under the Trademarks (other than intent-to-use trademark applications that constitute Excluded Property), together with, among other things, the goodwill of the business symbolized by the Trademarks, including as set forth on Schedule A hereto (the "Released Trademarks");

WHEREAS, the Agent recorded its security interest in the Released Trademarks with the United States Patent and Trademark Office (the "<u>USPTO</u>") on September 12, 2017, at Reel/Frame No. 6152 / 0849; and

WHEREAS, the Agent has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent agrees, for the benefit of the Company, as follows:

<u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Security Agreement).

<u>Release of Security Interest</u>. The Agent does hereby release, relinquish and discharge its lien on and security interest in, and right of setoff against, all of the Company's right, title and interest in, to and under the Released Trademarks.

<u>Termination</u>. The Agent, without any recourse, representation or warranty, hereby terminates and cancels the Trademark Security Agreement.

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<u>Further Assurances</u>. The Agent hereby authorizes the Company or the Company's authorized representative to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Agent in the Released Trademarks and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Agent further agrees to execute and deliver to the Company any and all further documents and instruments, and do any and all further acts which the Company (or their agents or designees) reasonably request (at the Company's sole cost and expense) in order to confirm this Release and the Company's right, title and interest in, to and under the Released Trademarks.

<u>Choice of Law</u>. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to federal laws applicable to national banks.

[Signature Follows On Next Page]

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IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

AMERICAN CAPITAL AGENT SERVICES, LLC,

as Agent (

By:\_

Name:

Title:

Mitchell Goldstein Authorized Signatory

[Signature Page - Notice of Release of Security Interest in Trademark Rights in Favor of Patriot Outfitters, LLC]

# **SCHEDULE A**

# **U.S. Trademark Applications and Registrations**

| Mark Name         | Serial No. | Filing Date      | Registration No. | Registration Date |
|-------------------|------------|------------------|------------------|-------------------|
| AMERICAN          | 86896152   | February 3, 2016 | 5,159,010        | March 14, 2017    |
| CRUSADER          |            |                  |                  |                   |
| AMERICAN CRUSADER |            |                  |                  |                   |
| PINK OPS          | 85536363   | February 7, 2012 | 4,332,735        | May 7, 2013       |
| PINK OPS          |            |                  |                  |                   |
| PATRIOT           | 78795989   | January 20, 2006 | 3,531,045        | November 11, 2008 |
| OUTFITTERS        |            |                  |                  |                   |
| YATRIQI'          |            |                  |                  |                   |
|                   |            |                  |                  |                   |

**RECORDED: 02/05/2018**